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Attorneys for American Airlines Federal Credit Union

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
(DALLAS DIVISION)

IN RE:)	
)	CASE NO. 20-40117-elm13
THERESA ANGELA WILLDEN)	
Debtor(s))	
<hr/>		
)	
AMERICAN AIRLINES FEDERAL)	
CREDIT UNION,)	
Plaintiff)	
)	
vs.)	ADVERSARY NO. _____
)	
THERESA ANGELA WILLDEN,)	
Defendant)	

COMPLAINT TO DETERMINE DISCHARGEABILITY OF A DEBT

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

AMERICAN AIRLINES FEDERAL CREDIT UNION, Plaintiff, files its Complaint to Determine Dischargeability of a Debt, and would show the Court as follows:

PRELIMINARY MATTERS

1.1 This matter is a "core proceeding" pursuant to 28 U.S.C. §157(b)(2)(I). This Adversary Proceeding relates to the Chapter 13 Bankruptcy case filed by THERESA ANGELA

WILLDEN, Debtor and Defendant herein, under Case No. 20-40117-elm13, in the Northern District of Texas, Dallas Division. Plaintiff consents to the entry of final orders or Judgment by the Bankruptcy Judge if it is determined that the Bankruptcy Judge, absent consent of the parties, cannot enter final orders or Judgment consistent with Article II of the United States Constitution.

1.2 Defendant filed her Bankruptcy case on or about January 7, 2020, under Chapter 13 of the United States Bankruptcy Code.

1.3 This Complaint addresses the non-dischargeability of a debt owed to Plaintiff and reflected in a Final Judgment entered by the 17th District Court of Tarrant County Texas on January 25, 2019 in Cause No. 017-297825-18 (the “Final Judgment”). A true and correct copy of that Final Judgment is attached hereto as Exhibit “A”.

FACTUAL BACKGROUND

2.1 Plaintiff is a federally chartered credit union with its principal place of business in Tarrant County Texas. Plaintiff provides various financial and banking services to eligible persons who apply for and qualify for membership. Among the services offered to its members are the availability of deposit accounts, including checking accounts and savings accounts.

2.2 THERESA ANGELA WILLDEN, Debtor and Defendant, was a member of Plaintiff credit union, and maintained deposit accounts. Defendant also was employed by Pavecon Ltd. (“Pavecon”) or an affiliated company or division of Pavecon. In that capacity, Defendant had access to certain financial and accounting records of Pavecon. Defendant conceived and implemented a scheme to wrongfully obtain funds, and executed the scheme over a period of several months by generating fake invoices (using various names for the purported provider of materials or services), and processing the invoices for payment by Pavecon in the normal course of business. When checks

were issued for payment of the fake invoices (the “Pavecon checks”), Defendant diverted the checks to her own use. Over a period of several months, Defendant deposited into her account, or accounts of other family members, a number of Pavecon checks. (Specimen copies of some of the Pavecon Checks are attached hereto as Exhibit “B”.) The Pavecon checks had been obtained by Defendant through fraudulent and illegal means and represented funds to which Plaintiff was not entitled.

2.3 By depositing the Pavecon checks, Defendant implicitly warranted and represented to Plaintiff that she was a rightful owner of the checks, that she was entitled to enforce each instrument, and that each instrument was not subject to a defense or claim in recoupment by any party that could be asserted against Defendant. In reliance upon such warranties and representations, Plaintiff accepted the deposit of the checks and credited her account with funds equal to the face amount of each check.

2.4 In reality, the Pavecon checks were not intended for Defendant’s benefit, and had been obtained by Defendant improperly through her participation in a scheme to obtain the checks and proceeds for her own personal benefit. Defendant had full knowledge of such facts at the time she deposited each of the Pavecon checks into her account with Plaintiff.

2.5 All of the Pavecon checks were obtained by Defendant and deposited into accounts with Plaintiff as part of a continuing scheme to obtain proceeds through illegal and fraudulent means. Defendant had actual knowledge that she was obtaining funds to which she was not entitled through this scheme. Defendant acted knowingly, intentionally, and wilfully, and engaged in the scheme to fraudulently and illegally obtain the proceeds from the Pavecon checks.

2.6 Through its normal banking operations, Plaintiff relied upon the warranties and representations made by Defendant, and without knowledge that Defendant was engaging in an illegal and fraudulent scheme. As a result of Defendant’s conduct, Plaintiff suffered monetary losses

consisting of the funds which were made available to Defendant for the deposited Pavecon checks. Plaintiff's loss was liquidated by the Final Judgment. By that Final Judgment, Defendant is indebted to Plaintiff in the amount of \$49,000.00, plus interest at the rate of 5.00% per annum from January 25, 2019. That amount remains unpaid in its entirety.

BASIS FOR RELIEF

3.1 The debt owed by Defendant to Plaintiff, as reflected in the Final Judgment is not dischargeable because it is a debt for money or property or an extension of credit obtained by false pretenses, a false representation, or actual fraud. 11 U.S.C. §523(a)(2)(A). In the alternative, such debt is not dischargeable because it is a debt incurred through fraud or defalcation while acting in a fiduciary capacity, embezzlement or larceny. 11 U.S.C. §523(a)(4).

RELIEF OF REQUESTED

4.1 Plaintiff requests that this Court determine that Defendant is indebted to Plaintiff by the Final Judgment, in the amount of \$49,000.00 plus interest at 5.00% per annum from January 25, 2019 until paid, and that the Court determine that such debt is not dischargeable and must be excepted from Defendant's discharge.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, AMERICAN AIRLINES FEDERAL CREDIT UNION respectfully requests that Defendant be cited to appear and answer and that, upon final hearing, Plaintiff have Judgment excepting the debt described from discharge, in the amount of \$49,000.00 plus interest at 5.00% per annum from January 25, 2019 until paid, as well as court costs and such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

BLALACK & WILLIAMS, P.C.
Attorneys for Plaintiff

BY: /s/ Randy Roberts
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EXHIBIT "A"

Willden and Shelley Renae Willden and that AAFCU's claim has been proved by good and sufficient evidence presented to the Court.

The Court finds that Third-Party Plaintiff AAFCU is entitled to judgment on its claims and that AAFCU has been damaged by Third-Party Defendants Theresa Willden and Shelley Renae Willden, jointly and severally, in the principal amount of \$49,000.00.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Third-Party Plaintiff American Airlines Federal Credit Union shall have and recover of and from Third-Party Defendants Theresa Willden and Shelley Renae Willden, jointly and severally, damages in the sum of \$49,000.00 and post-judgment interest at the rate of five percent (5%) per annum on the total amount of this judgment from and after the date of this judgment until fully paid and satisfied.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk is authorized to issue a writ of execution to enforce this judgment. AAFCU is allowed all other writs and processes as may be necessary for the enforcement and collection of this Final Judgment.

All costs of Court are taxed against Third-Party Defendants Theresa Willden and Shelley Renae Willden. This is a Final Judgment and disposes of all claims remaining between the parties.

IT IS SO ORDERED.

SIGNED this 25th day of January, 2019.



JUDGE PRESIDING



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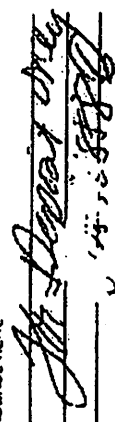

ATTN: 1-30-19
JUDGE WILDER
CLERK
TARRANT COUNTY, TEXAS
BY: Natalia Thigpen
Natalia Thigpen

EXHIBIT "B"

PAYCON, LTD. GENERAL ACCOUNT P.O. BOX 935457 GRAND PRAIRIE, TX 75033-5457 PH. 972-283-3223	FROST NATIONAL BANK MURKIN, TX 75034	151253
Pay: *****Nine hundred ninety-two dollars and 87 cents		
	DATE	CHECK NO.
	March 24, 2017	151253 \$*****992.87
PAY TO THE ORDER OF	Welders Warehouse P.O. Box 565226 Dallas, TX 75356	
	AUTHORIZED SIGNATURE 	

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CheckAmt: 99287

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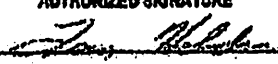
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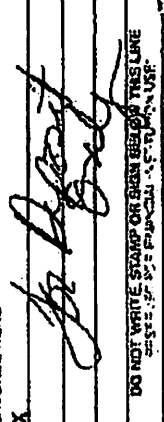

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Pay: *****One thousand seven hundred twenty-eight dollars and 55 cents		
DATE March 29, 2017		CHECK NO. 151406 \$*****1,728.55
PAY TO THE ORDER OF	Shell Aviation Processing Ctr P.O. Box 411722 Kansas City, MO 64141-1722	
		AUTHORIZED SIGNATURE 
JL9796		
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